

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re:	Case No.: 17-30112
Vanity Shop of Grand Forks, Inc.,	Chapter 11
Debtor.	

**DEBTOR'S MOTION FOR ENTRY OF ORDER: (I) AUTHORIZING CONTINUED
USE OF CASH MANAGEMENT SYSTEM; (II) AUTHORIZING USE OF
PREPETITION BANK ACCOUNTS, ACCOUNT CONTROL AGREEMENTS, AND
CERTAIN PAYMENT METHODS; AND (III) WAIVING THE REQUIREMENTS
OF 11 U.S.C. § 345(B) ON AN INTERIM BASIS**

Vanity Shop of Grand Forks, Inc. (“**Debtor**”) in the above-captioned chapter 11 case hereby moves the Court (“**Motion**”) for entry of an order substantially in the form attached hereto as **Exhibit A**, pursuant to Sections 105, 345, 363, 364(b), and 503(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (“**Bankruptcy Code**”), and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”): (i) authorizing Debtor’s continued use of its existing cash management system; (ii) authorizing Debtor to continue using prepetition bank accounts and account control agreements, and using debit, wire, and ACH payments; and (iii) waiving the requirements of 11 U.S.C. § 345(b) on an interim basis. In support of this Motion, Debtor relies on the Declaration of Jill Motschenbacher in Support of Chapter 11 Petition and First Day Motions (“**First Day Declaration**”), which was filed contemporaneously with this Motion and is incorporated herein by reference. In further Support of this Motion, Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Chapter 11 Case and this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this Chapter 11 Case and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are Sections 105(a), 345, 363, 364(b), and 503(b) of the Bankruptcy Code, and Bankruptcy Rules 6003 and 6004.

BACKGROUND

I. GENERAL

3. On the date hereof (“**Petition Date**”), Debtor commenced a voluntary case under Chapter 11 of the Bankruptcy Code. Debtor is authorized to continue to operate its business and manage its property as debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. To date, no trustee, examiner, or statutory committee has been appointed in this Chapter 11 case. Additional factual background relating to Debtor’s business, capital structure, and the commencement of this Chapter 11 case is set forth in further detail in the First Day Declaration.

II. CASH MANAGEMENT SYSTEM

4. As of the Petition Date, Debtor, in the ordinary course of its business operations, employs a total of approximately 149 bank accounts (collectively “**Bank Accounts**”) which are maintained at Wells Fargo Bank, N.A. (“**Wells Fargo**”) and certain

other banks (collectively “**Banks**”)¹ that operate in connection with a centralized cash management system (“**Cash Management System**”). Through the Bank Accounts, Debtor efficiently collects, transfers, and disburses funds generated from its operations on a daily basis. Debtor believes the Bank Accounts are generally in a financially stable banking institution with the Federal Deposit Insurance Corporation or other appropriate government-guaranteed deposit protection insurance.

5. **Exhibit B**, attached hereto, sets forth for each of the Bank Accounts the name and address of the Bank at which the account is maintained, the account number (last four digits only), and a brief description of the type of the account. Debtor manages its cash receipts, transfers, and disbursements through the Bank Accounts. In doing so, Debtor routinely deposits, withdraws, and otherwise transfers funds to, from, and between the Bank Accounts by various methods including check, wire transfer, automated clearing house transfer, and electronic funds transfer.

6. As indicated on **Exhibit B**, each of Debtor’s store locations maintains a separate deposit account into which each individual store’s receipts and collections are deposited daily (collectively “**Store Deposit Accounts**”). The Store Deposit Accounts are swept regularly into a master depository account (“**Master Depository Account**”) maintained at Wells Fargo. The frequency of the sweeps into the Master Depository Account varies for each Store Deposit Account—Wells Fargo Store Deposit Accounts are swept daily, and Store Deposit Accounts with other institutions are swept weekly.

¹ Debtor maintains multiple accounts with non-Wells Fargo banks, which are utilized primarily as store depository accounts. All such accounts ultimately flow into a Wells Fargo account as outlined herein.

7. Funds in the Master Depository Account are swept on a daily basis by Wells Fargo, in its capacity as administrative agent and lender under Debtor's loan agreement ("Wells Fargo Agreement"), and are applied by Wells Fargo towards Debtor's payment obligations under the Wells Fargo Agreement. On a regular basis, Debtor requests draws under the Wells Fargo Agreement, with the availability of funds dependent upon Debtor's borrowing base under the applicable loan documents. Funds drawn by Debtor under the Wells Fargo Agreement are deposited into an operating account maintained by Debtor at Wells Fargo ("Operating Account").

8. In addition, Debtor maintains three disbursement accounts (collectively "Disbursement Accounts") which are used for disbursement to satisfy obligations, excepting payroll obligations, which are satisfied through the Operating Account. The Disbursement Accounts are zero-balance accounts, and a sufficient amount of funds necessary to make such payments are regularly transferred from the Operating Account to the Disbursements Accounts.

9. On a daily basis, Debtor processes large numbers of transactions through the Cash Management System. Debtor maintains current and accurate records of all transactions processed through the Cash Management System. Debtor's Cash Management System is similar to those commonly employed by corporate retail enterprises of comparable size and complexity. Among other benefits, the Cash Management System permits Debtor to accurately monitor cash availability at all times. The Cash Management System also permits Debtor to centrally manage and track the collection and transfer of funds, which reduces administrative burden and expense and maximizes interest income.

10. Pursuant to the Cash Management System, Debtor is party to a number of processing agreements (collectively “**Processing Agreements**”) with Heartland Acquisition LLC, Bank of America Merchant Services, LLC, American Express, Authorize.net, Chase Paymentech, and Paypal (collectively “**Processing Companies**”) that enable Debtor to accept credit cards as payment for its merchandise. These Processing Agreements are essential to Debtor’s business, as they allow Debtor’s customers to purchase merchandise on credit. This operation generally is taken for granted by modern consumers, and its loss would significantly impair Debtor’s ability to serve, attract, and retain those customers.

11. In certain instances, the Processing Companies deduct certain of their fees from settlement one day in the week following the end of Debtor’s accounting period. Debtor estimates as of the Petition Date, approximately \$45,000.00 in fees to the Processing Companies are outstanding. Because credit card sales account for a significant percentage of Debtor’s total sales, it is critical to the Cash Management System that there be no disruptions in these payments. Debtor seeks authority from the Court to pay all prepetition unpaid fees due to the Processing Companies and to continue such payments to the Processing Companies in the ordinary course of Debtor’s business.

12. Under the Processing Agreements, upon the return to Debtor of merchandise purchased using a credit card, Debtor is obligated to refund to the Processing Companies the purchase price of the returned merchandise plus certain adjustments (collectively, the “**Chargebacks**”) against daily settlement amounts. It is possible that certain Chargebacks incurred by Debtor immediately prior to the Petition Date may not have been fully netted out prior to the Petition Date. Moreover, although Debtor believes any Chargebacks arising after

the Petition Date would be postpetition obligations of Debtor, it may be argued that Chargebacks arising after the Petition Date nevertheless should be considered prepetition obligations where the returned merchandise was purchased from Debtor prior to the Petition Date. In such circumstances, to the extent that the netting of the parties' obligations would not constitute recoupment, the setoff of Chargebacks arguably may be foreclosed by the automatic stay imposed by Section 362(a) of the Bankruptcy Code. By this Motion, Debtor seeks authority to pay all Chargebacks obligations, and to continue to pay Chargebacks in the ordinary course of business.

13. Moreover, as part of Debtor's Cash Management System, Debtor customarily pays for a variety of its Employee's business-related expenses incurred in performing their obligations ("Business Expenses"). In most cases, the Business Expenses are billed to various corporate credit cards ("Purchase Cards"). Approximately seven (7) Purchase Cards have been issued, and Employees currently use them to charge expenses for goods and services purchased for, or incidental to, Debtor's business, including for charges related to business travel. Receipts from purchases made with Purchase Cards are entered into an electronic system, and both the purchasing Employee and his or her supervisor approve such purchases. Statements are forwarded directly to Debtor, and Employees are not personally liable for such business-related charges.

14. Because it is essential to the sustained operation of Debtor's business and the overall Cash Management System that it be permitted to continue paying for Business Expenses incurred on the Purchase Cards, debtor seeks relief to make payment on account of all accrued but unpaid Business Expenses outstanding on the Petition Date. Although there

is no way to determine the precise amount of outstanding Business Expenses at any moment because expenses may not have yet been submitted, Debtor estimates approximately one month of Business Expenses remain outstanding as of the Petition Date. On average, the amount of Business Expenses incurred by Debtor on a monthly basis is approximately \$18,000.00.

15. In addition to the Cash Management System and Bank Accounts, Debtor uses in the ordinary course of its business numerous business forms (including but not limited to checks, deposit slips, letterhead, contracts, purchase orders, and invoices). Debtor has a supply of these forms on hand. It would be expensive, wasteful, and disruptive to Debtor's business to destroy all of these forms and order new ones.

RELIEF REQUESTED

16. Debtor hereby requests entry of an order, pursuant to Sections 105, 345, 363, 364(b), and 503(b) of the Bankruptcy Code, and Bankruptcy Rules 6003 and 6004: (i) authorizing Debtor's continued use of the Cash Management System; (ii) authorizing Debtor to continue using prepetition bank accounts and account control agreements, and using debit, wire, and ACH payments; and (iii) waiving the requirements of 11 U.S.C. § 345(b) on an interim basis.

BASIS FOR RELIEF REQUESTED

I. MAINTAINING THE EXISTING CASH MANAGEMENT SYSTEM IS IMPORTANT TO DEBTOR'S OPERATIONS AND CHAPTER 11 EFFORTS

17. In light of the substantial size and complexity of Debtor's operations, the maintenance of the Cash Management System is important for the preservation and maximization of the value of Debtor's assets.

18. Debtor's request for authorization to continue to use the Cash Management System is consistent with Section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to "use property of the estate in the ordinary course of business, without notice or a hearing." 11 U.S.C. § 363(c)(1). Section 363(c)(1) is intended to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business. *See, e.g., In re Metropolitan Cosmetic & Reconstructive Surgical Clinic, P.A.*, 115 B.R. 185, 188 (Bankr. D. Minn. 1990); *see also In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007). Included within the purview of Section 363(c) is a debtor's ability to continue the routine transactions necessitated by its cash management system. *See Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). Nevertheless, Debtor brings this Motion out of an abundance of caution, to the extent any aspect of the Cash Management System could be considered as outside the ordinary course of business for purposes of Section 363(c).

19. Courts have noted an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *rev'd on other grounds*, 997 F.2d 1039 (3d Cir. 1993); *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (finding cash management system allows a debtor "to administer more efficiently and effectively its financial operations and assets"). The United States Court of Appeals for the Third Circuit has agreed, emphasizing requiring a debtor to maintain separate accounts

“would be a huge administrative burden and economically inefficient.” *In re Columbia Gas Sys., Inc.*, 997 F.2d 1039, 1061 (3d Cir. 1993). For these reasons, Debtor should be permitted to continue use of the Cash Management System.

II. THE COURT SHOULD AUTHORIZE DEBTOR TO MAINTAIN EXISTING BANK ACCOUNTS AND CONTINUE TO USE ITS EXISTING CHECK STOCK

20. The Office of the United States Trustee has established operating guidelines for debtors in possession relating to cash management systems (“**UST Guidelines**”). The UST Guidelines, which are designed to provide a clear demarcation between a debtor’s prepetition and postpetition operations, require, among other things, a debtor (a) close all existing bank accounts, (b) open new accounts designated as “debtor in possession” accounts, (c) make all post-petition disbursements by check, and (d) include the words “debtor in possession” and certain other information on all checks.” *See* 28 U.S.C. § 586; UST Guidelines.

21. In larger Chapter 11 cases, courts have routinely waived the requirements of the UST Guidelines, recognizing they are often impractical and potentially detrimental to a debtor’s postpetition business operations and restructuring efforts. *See, e.g., Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (finding the cash management system allows the debtor “to administer more efficiently and effectively its financial operations and assets”); *Official Comm. Of Unsecured Creditors of the Columbia Gas Transmission Corp. v. Columbia Gas Sys. Inc. (In re Columbia Gas Sys., Inc.)*, 997 F.2d 1039, 1061 (3d Cir. 1993) (finding a requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient”).

22. Bankruptcy judges in Minnesota have routinely waived the strict enforcement of bank account closing requirements imposed pursuant to the guidelines adopted by the U.S. Trustee. *See, e.g., In re Magnetation LLC*, No. 15-50307 (Bankr. D. Minn. May 7, 2015) (Docket No. 58); *In re Archdiocese of Saint Paul and Minneapolis*, No. 15-30125 (Bankr. D. Minn. Jan 16, 2015) (Docket #. 17); *In re Wagstaff Minnesota, Inc.*, No. 11-43073 (Bankr. D. Minn. May 5, 2011) (Docket No. 37); *In re Genmar Holdings, Inc.*, No. 09-43537 (Bankr. D. Minn. June 4, 2009) (Docket No. 24); *In re Intrepid U.S.A., Inc.*, No. 04-40416 (Bankr. D. Minn. Mar. 24, 2004) (Docket No. 65).

23. Given the size and complexity of Debtor's business operations, any disruption of its accounting and cash management procedures would be enormously burdensome and disruptive, and could adversely impact Debtor's efforts to reorganize. At this critical juncture, Debtor must be able to conduct "business as usual" to the extent possible. To this end, it is essential Debtor be permitted to continue to use its existing Cash Management System and Bank Accounts.

24. The Cash Management System and Bank Accounts provide numerous benefits to Debtor and its estate. Among other benefits, the Cash Management System and Bank Accounts permit Debtor to centrally control and monitor the collection and transfer of funds, ensure cash availability, reconcile intercompany transactions, and reduce administrative burden and expense. Debtor has the capability through the Cash Management System to distinguish between prepetition and postpetition transactions and to reconcile intercompany transactions without the necessity of closing the Bank Accounts and opening new ones.

Moreover, Debtor has the ability to generate through the Cash Management System detailed and accurate reports.

25. Based on the foregoing, there is good cause for to allow Debtor to operate each of the Bank Accounts as such were maintained in the ordinary course of business before the Petition Date. Continued use of the Cash Management System and the Bank Accounts is in the best interest of Debtor's estate and no party in interest would be prejudiced in any way by the continued use.

26. In addition, Debtor has concurrently filed several motions seeking authorization to pay prepetition obligations in the ordinary course of business. If Debtor was required to open new accounts, it would likely be unable to timely implement the critical relief sought in those motions. Debtor has the ability to monitor disbursements from the Bank Accounts to ensure that only those prepetition obligations expressly approved by the Court are paid.

27. In the ordinary course of its business, Debtor uses certain pre-printed check stock. To avoid disruption of the Cash Management System and unnecessary expense, Debtor requests it be authorized to continue to use its existing check stock, without reference to its status as debtor in possession. Debtor submits parties in interest will not be prejudiced if Debtor is authorized to continue to use its existing checks. Debtor will be sending a notice of commencement of this Chapter 11 case to all creditors. Most parties doing business with Debtor undoubtedly will be aware of its status as debtor in possession; thus, changing checks immediately is unnecessary and unduly burdensome.

28. The Court has authority to grant the relief requested in this Motion under Section 105(a) of the Bankruptcy Code, which empowers bankruptcy courts to enter “any order, process, or judgment that is necessary or appropriate” to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a). Section 105(a) of the Bankruptcy Code codifies the “equitable power” of bankruptcy courts and provides “broad authority” to accomplish tasks important to the implementation of the Bankruptcy Code. *See United States v. Energy Res. Co.*, 495 U.S. 545, 549 (1990) (“stating the statutory directive of Section 105(a) is “consistent with the traditional understanding that bankruptcy courts, as courts in equity, have broad authority to modify creditor-debtor relationships”).

III. THE COURT SHOULD AUTHORIZE DEBTOR TO CONTINUE USING DEBIT, WIRE, AND ACH PAYMENTS

29. Debtor requests the Court grant further relief from the UST Guidelines to the extent they require Debtor to make all disbursements by check. In particular, the UST Guidelines require all receipts and all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement. As discussed above, in the ordinary course of business, Debtor conducts transactions through ACH payments and other similar methods. If Debtor’s ability to conduct transactions by debit, wire, ACH payment, or other similar methods is impaired, Debtor may be unable to perform under certain contracts, its business operations may be unnecessarily disrupted, and its estate will incur additional costs. Accordingly, Debtor submits it should be permitted to continue using debit, wire, and ACH payments.

IV. THE COURT SHOULD AUTHORIZE THE BANKS TO CONTINUE TO MAINTAIN, SERVICE, AND ADMINISTER THE BANK ACCOUNTS IN THE ORDINARY COURSE OF BUSINESS.

30. Debtor respectfully requests the Court authorize the banks and financial institutions (collectively, the “**Banks**”) at which the Bank Accounts are maintained to continue to maintain, service, and administer the Bank Accounts as accounts of debtor in possession, without interruption and in the ordinary course of business. In this regard, the Banks should be authorized and directed to receive, process, honor, and pay any and all checks, ACH payments, and other instructions, and drafts payable through, drawn, or directed on the Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto.

31. Debtor further requests the Court authorize the Banks to accept and honor all representations from Debtor as to which checks, drafts, wires, or ACH payments should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH payments are dated before or after the Petition Date. Debtor also requests, to the extent a Bank honors a prepetition check or other item drawn on any account: (i) at the direction of Debtor; (ii) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (iii) as a result of an innocent mistake made despite the above-described protective measures, such Bank shall not be deemed to be liable to Debtor or its estate on account of such prepetition check or other item honored postpetition. Debtor respectfully submits such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise. Debtor further requests the

Banks be authorized to (i) honor Debtor's directions with respect to the opening and closing of any Bank Account, and (ii) accept and hold, or invest, Debtor's funds in accordance with Debtor's instructions: provided in each case that the Banks shall not have any liability to any party for relying on such representations.

32. Moreover, Debtor requests the Court authorize (i) the Banks to charge, and Debtor to pay or honor, both prepetition and postpetition service and other fees, costs, charges, and expenses to which the Banks are entitled under the terms and in accordance with their contractual arrangements with Debtor, and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on or subsequent to the Petition Date, in the ordinary course. Based on historical averages, Debtor estimates approximately \$25,000 in prepetition Bank service and other fees have accrued but are not yet due and owing.

V. CAUSE EXISTS FOR WAIVING THE DEPOSIT AND INVESTMENT GUIDELINES UNDER SECTION 345 OF THE BANKRUPTCY CODE

33. Section 345(a) of the Bankruptcy Code authorizes deposit or investment of the money of the estate, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). Although Section 345(a) generally requires, with respect to deposits and investments that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," the estate must require a bond in favor of the United States secured by the undertaking of a U.S. Trustee approved corporate surety, the court is permitted to dispense with this undertaking "for cause." 11 U.S.C. § 345(b).

34. The Court's ability to excuse strict performance of the requirements of Section 345(b) of the Bankruptcy Code "for cause" arises from the 1994 amendments to the Bankruptcy Code. The legislative history of those amendments provides, in pertinent part, as follows:

Section 345 of the Code governs investments of funds of bankruptcy estates. The purpose[] is to make sure that funds of a bankrupt that are obliged to creditors are invested prudently and safely with the eventual goal of being able to satisfy all claims against the bankruptcy estate. Under current law, all investments are required to be FDIC insured, collateralized or bonded. While this requirement is wise in the case of a smaller debtor with limited funds that cannot afford a risky investment to be lost, it can work to needlessly handcuff larger, more sophisticated debtors. This section would amend the Code to allow the courts to approve investments other than those permitted by section 345(b) for just cause, thereby overruling *In re Columbia Gas Systems, Inc.*, 33 F.3d 294 (3d Cir. 1994).

In re Serv. Merch. Co., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999) (quoting H.R. Rep. No. 103-835, at 46-47), reprinted in 1994 U.S.C.C.A.N. 3340, 3355).

35. In determining whether the "cause" standard under Section 345(b) of the Bankruptcy Code has been met, courts consider a "totality of the circumstances analysis," utilizing the following factors: (i) the sophistication of the debtors' business; (ii) the size of the debtors' business operations; (iii) the amount of the funds involved; (iv) the bank ratings (Moody's and Standard and Poor) of the financial institutions where the debtor in possession funds are held; (v) the complexity of the case; (vi) the safeguards in place within the debtor's own business of insuring the safety of the funds; (vii) the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions; (viii) the benefit to the debtor; (ix) the harm, if any, to the estate; and (x) the reasonableness of the debtor's request for relief

from the Section 345(b) requirements in light of the overall circumstances of the case. *Serv. Merch.*, 240 B.R. at 896.

36. Debtor believes it is in compliance with the requirements of Section 345(a). Nevertheless, out of an abundance of caution, Debtor requests: (i) a waiver of the deposit and investment requirements of Section 345(b) of the Bankruptcy Code to the extent such requirements are inconsistent with Debtor's current practices; (ii) that applicable institutions be authorized and directed to accept and hold or invest such funds at Debtor's direction; and (iii) that applicable institutions be authorized and directed to honor Debtor's directions with respect to the opening and closing of any Bank Account.

37. Even if Debtor's current deposit and investment practices do not strictly comply with the approved guidelines identified in Section 345 of the Bankruptcy Code, the practices nevertheless are prudent and designed to yield the maximum reasonable net return on the funds invested, taking into account the safety of such deposits.

38. In light of the foregoing, Debtor submits cause exists for waiver of the requirements of Section 345(b) of the Bankruptcy Code to the extent that those requirements are inconsistent with Debtor's current deposit and investment practices. Debtor requests interim waiver of the Section 345 requirements for a period of thirty (30) days from the Petition Date.

IMMEDIATE RELIEF IS JUSTIFIED

39. Bankruptcy Rule 6003 provides the relief requested in this Motion may be granted if the "relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr.

P. 6003. Debtor submits for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to Debtor.

WAIVER OF ANY APPLICABLE STAY

40. Debtor also requests the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise. Fed. R. Bankr. P. 6004(h). As described above, the relief sought herein is necessary for Debtor to operate its business without interruption and to preserve value of its estate. Accordingly, Debtor respectfully requests the Court waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

NOTICE

41. Notice of this Motion has been given to: (i) the Office of the United States Trustee for the District of North Dakota; (ii) counsel to Wells Fargo Bank, National Association; (iii) holders of the twenty (20) largest unsecured claims on a consolidated basis against Debtor; (iv) the Banks; (v) counsel to any committee appointed in this case; and (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002. Debtor submits, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

42. WHEREFORE, Debtor respectfully requests the Court enter an order, substantially in the form attached hereto as Exhibit A, granted the relief requested herein and such other and further relief as is just and proper.

Dated this 1st day of March, 2017.

VOGEL LAW FIRM

BY: /s/ Caren W. Stanley

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*PROPOSED COUNSEL TO DEBTOR IN
POSSESSION*

EXHIBIT A

(Proposed Order)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re: Vanity Shop of Grand Forks, Inc., Debtor.	Case No.: 17-30112 Chapter 11
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ORDER: (I) AUTHORIZING CONTINUED USE OF CASH MANAGEMENT SYSTEM; (II) AUTHORIZING USE OF PREPETITION BANK ACCOUNTS, ACCOUNT CONTROL AGREEMENTS, AND CERTAIN PAYMENT METHODS; AND (III) WAIVING THE REQUIREMENTS OF 11 U.S.C. § 345(B) ON AN INTERIM BASIS

Upon the Motion¹ of Debtor for entry of an order, pursuant to Sections 105, 345, 363, 364(b), and 503(b) of the Bankruptcy Code, and Bankruptcy Rules 6003 and 6004: (i) authorizing Debtor's continued use of the Cash Management System; (ii) authorizing Debtor to continue using prepetition Bank Accounts and account control agreements and using debit, wire, and ACH payments; and (iii) waiving the requirements of 11 U.S.C. § 345(b) on an interim basis; and upon consideration of the First Day Declaration and the record of this Chapter 11 case; and it appearing this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157; and it appearing this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing venue of this Chapter 11 case and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing due and adequate notice of the Motion has been given under the circumstances, and that no other

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

or further notice need be given; and it appearing the relief requested in the Motion is in the best interests of Debtor, its estate, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED:

1. The Motion is GRANTED, as set forth herein.
2. Debtor is authorized, in its sole discretion, to: (i) continue operating the Cash Management System and honor any prepetition obligations related thereto; (ii) maintain existing Bank Accounts and business forms; (iii) maintain the ability to use debit, wire and ACH payments; and (iv) continue to deposit and invest funds in accordance with their current practices to the extent set forth herein.
3. Debtor shall maintain records in the ordinary course of business reflecting transfers of cash, if any, so as to permit all such transactions to be ascertainable and provide copies of such records to counsel to Wells Fargo upon request.
4. Debtors is further authorized, in its sole discretion, to: (i) continue to use, with the same account numbers, all of the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit B to the Motion; (ii) use, in its present form, all checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to Debtor's status as debtor in possession; (iii) treat the Bank Accounts for all purposes as accounts of Debtor as debtor-in-possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH payments, and other debits; and (e) pay any ordinary course both prepetition

or postpetition bank fees incurred in connection with the Bank Accounts, and to otherwise perform its obligations under the documents governing the Bank Accounts.

5. All Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of debtor in possession, without interruption and in the ordinary course of business. In this regard, the Banks are authorized to receive, process, honor and pay any and all checks, ACH payments and other instructions, and drafts payable through, drawn or directed on the Bank Accounts by holders, makers or other parties entitled to issue instructions with respect thereto on account of any claim arising (i) on or after the Petition Date or (ii) prior to the Petition Date and otherwise authorized by this Court.

6. The Processing Agreements shall be maintained and shall continue to govern the postpetition cash management relationship between the Debtors and the Processing Companies, provided, however, that nothing contained herein shall constitute an assumption of the Processing Agreements pursuant to Section 365 of the Bankruptcy Code.

7. The Debtor is authorized to use the commercial card program under the WellsOne Commercial Card Express Agreement, dated on or around April 20, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Card Agreement"), between Debtor and Wells Fargo Bank, N.A. ("Wells Fargo") subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to Debtor with a maximum exposure at any time up to \$15,000. All prepetition charges and fees are authorized and required to be paid. Wells Fargo may rely on representations of Debtor with respect to its use of the commercial card program pursuant to the Card

Agreement, and Wells Fargo shall not have any liability to any party for relying on such representations by Debtor as provided for herein.

8. In the course of providing cash management services to Debtor, any Bank, without further order of this Court, is authorized to (i) charge, and Debtor is authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks are entitled under the terms and in accordance with its prepetition contractual arrangements with Debtor, and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on or subsequent to the Petition Date, in the ordinary course.

9. For Banks with existing deposit agreements and/or deposit account control agreements with the Debtor, said deposit agreements shall continue to govern the postpetition cash management relationship between the Debtor and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtor or the Banks may, without further Order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements and deposit account control agreements, including, without limitation, the opening and closing of bank accounts.

10. Notwithstanding any other provisions of this Order, any Bank may rely on the representations of Debtor with respect to whether any check, draft, wire, or other transfer drawn or issued by Debtor prior to the Petition Date should be honored pursuant to any order of this Court, and any Bank that honors a prepetition check or other item drawn on

any account that is the subject of this Order: (i) at the direction of Debtor, (ii) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite the above-described protective measures, shall neither be deemed to be in violation of this Order nor be liable to Debtor or its estate on their account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Order.

11. Any Banks are further authorized to (i) honor Debtor's directions with respect to the opening and closing of any Bank Account, and (ii) accept and hold, or invest, Debtor's funds in accordance with Debtor's instructions; provided, in each case, that the Banks shall not have any liability to any party for relying on such representations.

12. For Banks at which Debtor holds Bank Accounts that are party to a Uniform Depository agreement with the U.S. Trustee, within fifteen (15) days of the date of entry of this Order, Debtor shall (i) contact each Bank, (ii) provide the Bank with the Debtor's employer identification number, and (iii) identify each of the Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case.

13. For Banks at which Debtor holds accounts that are not party to a Uniform Depository agreement with the U.S. Trustee, Debtor shall have thirty (30) days to comply with Section 345 of the Bankruptcy Code unless further extended by order of this Court, and Debtor shall use their good-faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Order.

14. Debtor is authorized to use its existing check stock; provided, however, that once Debtor's existing checks have been used, Debtor shall, when reordering checks, require the designation "Debtor in Possession" or "DIP" and the corresponding bankruptcy case number on all checks; provided, further, within fifteen days of entry of this Order, any electronically produced checks shall reflect the designation "Debtor in Possession" or "DIP" and the corresponding bankruptcy case number.

15. Notwithstanding anything contained herein, despite Debtor's use of the consolidated Cash Management System, Debtor shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of the Debtor.

16. Each of the Banks is authorized to debit Debtor's accounts in the ordinary course of business without need for further order of this Court for: (i) all checks, items, and other payment orders drawn on Debtor's accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Bank's receipt of notice of filing of the petition; (ii) all checks, automated clearing house entries, and other items deposited or credited to one of Debtor's accounts with such Bank prior to filing of the petition which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent Debtor was responsible for such items prior to filing of the Petition; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

17. Nothing contained herein shall prevent Debtor from closing any Bank Account(s) or opening any additional bank accounts, as it may deem necessary and

appropriate, and any relevant bank is authorized to honor Debtor's requests to close or open such Bank Accounts or additional bank accounts, as the case may be; provided that notice of the opening or closure of any account shall be given to the U.S. Trustee and any statutory committee as soon as practicable; and provided, further, that any new bank accounts shall be opened at a bank that is party to a Uniform Depository agreement with the U.S. Trustee, or at a bank that is willing to immediately execute a Uniform Depository agreement.

18. Debtor shall maintain accurate and detailed records of all transfers and intercompany transactions, if any, within the Cash Management System so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

19. Debtor shall perform sweeps of the Store Deposit Accounts in the ordinary course of business.

20. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against Debtor or a waiver of Debtor's rights to dispute any claim or lien.

21. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to Debtor. The requirements of Bankruptcy Rule 6004(a) are waived under the circumstances.

22. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (i) this Order shall be effective immediately and enforceable upon its entry; (ii) Debtor is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this

order; and (iii) Debtor is authorized and empowered, and may in its discretion and without further delay, take any action necessary or appropriate to implement this Order.

23. Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

24. This Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated this ____ day of _____, 2017.

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

(Bank Accounts)

VANITY SHOP OF GRAND FORKS, INC.
**Bank Account Listing
As of March 1, 2017**

Store No.	Bank Name	Bank Address	Bank City	Stat	Bank Zip	Pan k		Acct. No.	Type
						Bank	Acct.		
Corporate	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX0258			Operating
Corporate	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX6968			Disbursement
Corporate	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX4458	Depository/Restricted		
Corporate	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX0823	Payroll/Checking		
2	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1899	Depository/Restricted		
19	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1003	Depository/Restricted		
22	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1029	Depository/Restricted		
28	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1037	Depository/Restricted		
32	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1045	Depository/Restricted		
60	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX6377	Depository/Restricted		
65	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1060	Depository/Restricted		
66	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1078	Depository/Restricted		
68	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1086	Depository/Restricted		
70	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1094	Depository/Restricted		
78	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1580	Depository/Restricted		
87	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1169	Depository/Restricted		
88	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1177	Depository/Restricted		
98	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1429	Depository/Restricted		
108	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX5899	Depository/Restricted		
122	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX4722	Depository/Restricted		
132	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1185	Depository/Restricted		
165	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX4601	Depository/Restricted		
167	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX3207	Depository/Restricted		
173	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1201	Depository/Restricted		
177	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX5259	Depository/Restricted		
212	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1227	Depository/Restricted		
213	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX4529	Depository/Restricted		
220	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX0438	Depository/Restricted		
245	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX1243	Depository/Restricted		
297	Wells Fargo Bank	406 Main Ave	Fargo	ND	58123	XXXXXX6815	Depository/Restricted		
3	BREMER BANK	3100 South Columbia Road	Grand Forks	ND	58201	XXXXXX4602			Depository
4	US BANK	423 E Bismarck Expy	Bismarck	ND	58504	XXXXXX1447			Depository
5	UNION STATE BANK	4530 17th Ave S, PO Box 9399	Fargo	ND	58106-9399	XXXXXX0005			Depository
7	BANK OF THE WEST	2015 College Way	Fergus Falls	MN	56537	XXXXXX3214			Depository
8	BLACKRIDGE BANK	14084 Baxter Dr. Ste 16	Baxter	MN	56425	XXXXXX5433			Depository
9	FIRST NATIONAL BANK	PO Box 670	Bemidji	MN	56619-0670	XXXXXX4805			Depository
10	LAKE REGION BANK	1690 South 1st St	Willmar	MN	56201	XXXXXX1729			Depository
11	FIRST NATIONAL BANK	2505 W 41st, PO Box 5186	Souix Falls	SD	57117-5186	XXXXXX0556			Depository
12	US BANK	312 Raintree Rd	Mankato	MN	56001	XXXXXX0837			Depository
13	US BANK	6376 N Government Way	Coeur D'Alene	ID	83815	XXXXXX8482			Depository
15	FIRST INTERSTATE BANK	2501 Central Ave	Billings	MT	59102	XXXXXX2237			Depository
16	ROCKY MOUNTAIN BANK	2901 West Main	Bozeman	MT	59718	XXXXXX4753			Depository
18	US BANK	2200 N Maple Ave	Rapid City	SD	57701	XXXXXX0617			Depository
20	AMERICAN STATE BANK & TRUST	PO Box 1446	Williston	ND	58802-1446	XXXXXX127-5			Depository
25	FIRST PREMIER BANK	1414 9th Ave SE #7	Watertown	SD	57201	XXXXXX5072			Depository
26	BREMER BANK	925 31st Ave SW	Minot	ND	58701	XXXXXX529			Depository
27	STEARNS BANK	4191 2nd St S	St. Cloud	MN	56301	XXXXXX0524			Depository
31	BLACKRIDGE BANK	3313 Highway 29 South	Alexandria	MN	56308	XXXXXX224			Depository
35	FIRST CITIZENS BANK	3220 Harrison Ave, PO Box 3149	Butte	MT	59701-3149	XXXXXX514			Depository
36	US BANK	1700 10th Ave S	Great Falls	MT	59405	XXXXXX0310			Depository
42	AMERICAN BANK	8401 Unity Dr	Virginia	MN	55792	XXXXXX0697			Depository
46	US BANK	2732 Milton Ave	Janesville	WI	53545	XXXXXX9962			Depository
47	BANK MUTUAL	4323 W Wisconsin Ave	Appleton	WI	54913	XXXXXX0799			Depository
48	BMO HARRIS BANK	5454 S 76th St	Greendale	WI	53129	XXXXXX0440			Depository
49	COMERICA BANK	260 Brown Rd	Auburn Hills	MI	48326	XXXXXX8773			Depository
51	BMO HARRIS BANK	First American Center, 500 3rd St	Wausau	WI	54403	XXXXXX2602			Depository
54	US BANK	18781 E 39th St	Independence	MO	64057	XXXXXX3473			Depository
61	FIRST WESTROADS BANK	15750 W Dodge Rd	Omaha	NE	68118	XXXXXX046			Depository
67	US BANK	702 E 27th St	Scottsbluff	NE	69361	XXXXXX0291			Depository
69	FIRST NATIONAL BANK N PLATTE	201 N Dewey St	North Platte	NE	69101	XXXXXX1964			Depository

71	KEY BANK	2655 East 17th	Idaho Falls	ID	63406	XXXXXX7743	Depository
72	KEY BANK	1665 Blue Lakes Blvd North	Twin Falls	ID	83301	XXXXXX7147	Depository
73	FIDELITY BANK	177 S. Jordan Creek Parkway	West Des Moines	IA	50266	XXXXXX386	Depository
74	WASHINGTON FEDERAL BANK	Boise Town Square, 421 N Cole Rd	Boise	ID	83704	XXXXXX0445	Depository
75	BANK OF AMERICA	30 E Wellesley Ave	Spokane	WA	99207	XXXXXX2000	Depository
		Spokane Valley Mall, 14732 E					
76	WHEATLAND BANK	Indiana Ave	Spokane	WA	99216	XXXXXX1450	Depository
77	FIRST CITIZENS BANK	33 E State St	Mason City	IA	50401	XXXXXX6637	Depository
		RiverTown Crossings, 3700					
80	CHEMICAL BANK	Rivertown Pkwy	Grandville	MI	49418	XXXXXX2759	Depository
		Johnson City Plaza Shopping Center,					
81	FIRST TENNESSEE	2112 N Roan St	Johnson City	TN	37601	XXXXXX4432	Depository
82	SOUTHERN COMMUNITY BANK	1950 Old Fort Pkwy	Murfreesboro	TN	37129	XXXXXX604	Depository
83	CAPITAL BANK	1786 Wilma Rudolph Blvd	Clarksville	TN	37040	XXXXXX0716	Depository
84	CHEMICAL BANK	4955 Bay Rd	Saginaw	MI	48604	XXXXXX3818	Depository
90	DOLLAR BANK	7891 Mentor Ave	Mentor	OH	44060	XXXXXX3900	Depository
92	PNC BANK	2629 Scottsville Rd	Bowling Green	KY	42104	XXXXXX9501	Depository
94	FIRST NATIONAL BANK	1601 N Hill Field Rod	Layout	UT	84041	XXXXXX8801	Depository
96	COMERICA BANK	109 E Grand River Ave	East Lansing	MI	48823	XXXXXX1770	Depository
100	HUNTINGTON BANK	68011 Mall Ring Rd	St. Clairsville	OH	43950	XXXXXX3239	Depository
104	US BANK	4640 Golf Rd	Eau Claire	WI	54701	XXXXXX7945	Depository
105	BMO HARRIS BANK	3500 State Road 16	La Crosse	WI	54601	XXXXXX948	Depository
106	ASSOCIATED BANK	2403 S. Oneida Street	Green Bay	WI	54304	XXXXXX4411	Depository
109	FIFTH THIRD BANK	3200 East Third Street	Bloomington	IN	47401	XXXXXX9322	Depository
110	MUTUAL BANK	1912 W McGalliard Rd	Muncie	IN	47304	XXXXXX2214	Depository
111	DACOTA BANK	3312 Sixth Ave SE	Aberdeen	SD	57401-1500	XXXXXX0674	Depository
112	HUNTINGTON BANK	611 W. County Line Road	Greenwood	IN	46142	XXXXXX1429	Depository
114	PNC BANK	2761 Fairfield Commons	Beavercreek	OH	45431	XXXXXX0897	Depository
115	PNC BANK	8220 Springboro Pike	Miamisburg	OH	45342	XXXXXX1391	Depository
116	THE UNION BANK CO	3211 Elida Rd	Lima	OH	45805	XXXXXX4189	Depository
117	FIRST NATIONAL BANK	7025 Market St	Boardman	OH	44512	XXXXXX7135	Depository
124	US BANK	11751 Princeton Pike	Cincinnati	OH	45246	XXXXXX2779	Depository
126	US BANK	2801 Brooks St	Missoula	MT	59801	XXXXXX5797	Depository
128	1ST INTERSTATE BANK	521 SE Wyoming Blvd	Casper	WY	82609	XXXXXX2188	Depository
129	BANK OF THE WEST	1515 Dell Range Blvd	Cheyenne	WY	82009	XXXXXX6047	Depository
130	VERIDIAN CREDIT UNION	1422 Flammang Dr	Waterloo	IA	50702	XXXXXX2508	Depository
131	US BANK	222 Washington St	Cedar Falls	IA	50613	XXXXXX0440	Depository
133	US BANK	2615 Grand Ave	Ames	IA	50010	XXXXXX06	Depository
136	KEY BANK	688 N Lexington Springmill Rd	Mansfield	OH	44906	XXXXXX5166	Depository
137	FARMERS STATE BANK	1380 Twixt Town Rd	Marion	IA	52302	XXXXXX945	Depository
138	US BANK	435 John F Kennedy Rd	Dubuque	IA	52002	XXXXXX2986	Depository
139	FARMERS & MERCHANTS BANK	Highway 534 and Gear Ave W	Burlington	IA	52655	XXXXXX932	Depository
140	HOMETOWN NATIONAL BANK	4141 Venture Dr	Peru	IL	61354	XXXXXX73	Depository
141	US BANK	6701 N Illinois St	Fairview Heights	IL	62208	XXXXXX1348	Depository
143	US BANK	7200 Harrison Ave #C	Rockford	IL	61112	XXXXXX1223	Depository
145	BANK OF AMERICA	14000 Lakeside Circle	Sterling Heights	MI	48313	XXXXXX7385	Depository
147	FIRST BANKERS TRUST CO	PO Box 3566	Quincy	IL	62305	XXXXXX22	Depository
148	FIRST FINANCIAL BANK	7690 Mall Road	Florence	KY	41042	XXXXXX8491	Depository
152	CHASE BANK	434 Main St	Zanesville	OH	43701	XXXXXX5020	Depository
163	BANNER BANK	8200 W Gage Blvd	Kennewick	WA	99336	XXXXXX1215	Depository
164	UMB BANK	710 Citadel Dr E	Colorado Springs	CO	80909	XXXXXX4086	Depository
166	FIRST BANK OF NORTHERN CO	2901 23rd Ave	Greeley	CO	80631	XXXXXX7968	Depository
170	PLAINSCAPITAL BANK	South Plains Mall, 6002 Slide Road	Lubbock	TX	79414	XXXXXX079	Depository
171	AMARILLO NAT'L BANK	2401 Coulter St	Amarillo	TX	79121	XXXXXX404	Depository
174	CHASE BANK	6025 Eastex Freeway	Beaumont	TX	77706	XXXXXX4570	Depository
178	CAPITAL ONE BANK	7601 South Broadway	Tyler	TX	75701	XXXXXX9889	Depository
179	TEXAS BANK & TRUST	3622 McCann Rd	Longview	TX	75605	XXXXXX230	Depository
181	KEY BANK	711 Mall Circle	Monroeville	PA	15146	XXXXXX3574	Depository
183	UNITED BANK	234 Grand Central Mall	Vienna	WV	26105	XXXXXX2898	Depository
184	UNITED BANK	176 Holland Ave	Westover	WV	26501	XXXXXX2437	Depository
185	M & T BANK	1400 Miracle Mile Drive	Rochester	NY	14623	XXXXXX7300	Depository
190	NATIONAL BANK OF COMMERCE	3202 W Owen K Garriott Rd	Enid	OK	73703	XXXXXX293	Depository
199	IBC BANK	7021 S Memorial Dr #269a	Tulsa	OK	74133	XXXXXX3965	Depository
202	TOWN & COUNTRY BANK	3601 Wabash Ave	Springfield	IL	62711	XXXXXX294	Depository
203	ASSOCIATED BANK	4600 Brandywine Drive	Peoria	IL	61614	XXXXXX4329	Depository
207	US BANK	2005 N Moorland Rd	Brookfield	WI	53005	XXXXXX1611	Depository
209	CENTENNIAL BANK	2901 E Highland Dr	Jonesboro	AR	72401	XXXXXX902	Depository
210	BANCORPSOUTH	7000 Rogers Ave	Fort Smith	AR	72903-5540	XXXXXX0401	Depository
214	SUNFLOWER BANK	1902 Vine St	Hays	KS	67601	XXXXXX1332	Depository

217	BANK OF AMERICA	2105 Pinecroft Road	Greensboro	NC	27407	XXXXXX6626	Depository
218	ASHEVILLE SAVINGS BANK	10 South Tunnel Rd	Asheville	NC	28805	XXXXXX6667	Depository
219	SUNTRUST BANK	2006 S Hawthorne Rd	Winston-Salem	NC	27103	XXXXXX7216	Depository
221	US BANK	3410 S 143rd Plz	Omaha	NE	68144	XXXXXX8320	Depository
223	CHASE BANK	4512 24th Ave	Fort Gratiot	MI	48059	XXXXXX0355	Depository
226	TCF BANK	2989 White Bear Ave N	Saint Paul	MN	55109	XXXXXX0548	Depository
230	COMMERCE BANK	1345 E Battlefield Rd	Springfield	MO	65804	XXXXXX4240	Depository
232	COMMERCE BANK	2000 Bernadette Dr	Columbia	MO	65203	XXXXXX8996	Depository
233	BANK MIDWEST	801 N 36th St	St Joseph	MO	64506	XXXXXX4633	Depository
234	BANK OF AMERICA	200 Mid Rivers Mall Dr	St Peters	MO	63376	XXXXXX1449	Depository
235	US BANK	110 S County Center Way	St. Louis	MI	63129	XXXXXX3192	Depository
236	US BANK	105 N Range Line Rd	Joplin	MO	64801	XXXXXX7486	Depository
244	SOUTH OTTUMWA SAVING BANK	PO Box 516	Ottumwa	IA	52501-0516	XXXXXX751	Depository
250	FIRST NATIONAL BANK	2414 E Kansas Ave	Garden City	KS	67846	XXXXXX091	Depository
251	UMB BANK	2375 S 9th St	Salina	KS	67401	XXXXXX8920	Depository
254	COMMERCE BANK	727 Poyntz Ave	Manhattan	KS	66502	XXXXXX8869	Depository
255	COREFIRST BANK & TRUST	2129 SW Wanamaker Rd	Topeka	KS	66614	XXXXXX432	Depository
271	FIRST FINANCIAL BANK	Honey Creek Mall, 3401 US-41	Terre Haute	IN	47802	XXXXXX972	Depository
272	CHASE BANK	2207 Sagamore Pkwy S	Lafayette	IN	47905	XXXXXX7374	Depository
275	FIFTH THIRD BANK	2133 North Telegraph Road	Monroe	MI	48162	XXXXXX0306	Depository
276	CHEMICAL BANK	G-3501 S Linden Rd	Flint	MI	48507	XXXXXX6515	Depository
277	CHEMICAL BANK	6711 N Jefferson Ave	Midland	MI	48642	XXXXXX7820	Depository
Corporate	First Data Corp / First Data Money Network	12510 E Belford M21A1	Englewood	CO	80112	XXXXXX0012	Paycard Disbursement